

Panaji, 27th March, 2025 (Chaitra 6, 1947)

SERIES II No. 52

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note: There are two Extraordinary issues to the Official Gazette Series II No. 51 dated 20-3-2025 as follows:-

1. (1) Extraordinary dated 21-3-2025 from pages 1213 to 1214 regarding Notification from Department of Personnel. (2) Extraordinary (No. 2) dated 26-3-2025 from pages 1215 to 1216 regarding Notification from Department of Finance.

GOVERNMENT OF GOA

Department of Co-operation

Order

3/6/Urban Credit/TSII/BZ/2018/RCS/3153

Date: 04-Dec-2024

- Read:
1. No. 48-8-2001-TS-RCS/III/311 dated 21-Apr-2017.
 2. No. 6-13-81/EST/RCS/RCS/PartV/5833 dated 06-Mar-2020.
 3. No. 3/6/Urban Credit/TSII/BZ/2018/RCS/3261 dated 02-Dec-2022.
 4. No. 3/6/Urban Credit/TSII/BZ/2018/RCS/4404 dated 21-Feb-2024.
 5. No. SUCCS/HO/163/2045-25 dated 17-Sep-2024.

Whereas vide Order read at no. 1 above, Adv. Shivaji B. S. Bhangui, 2nd Floor, SF-8, Housing Board residential & Commercial Complex, Alto, Betim, Porvorim, Bardez-Goa was appointed as Registrar's Nominee under Section 86(1) of the Goa Cooperative Societies Act, 2001 (Goa Act No. 36 of 2001) {hereafter referred as "Act"} read with Rule 116(1) of the Goa Cooperative Societies Rules, 2003 and his name is reflecting at sr. no.24 of the said Order.

And whereas, vide this office Order read at no. 3 above, Adv. Shivaji B. S. Bhangui was authorized as dedicated Nominee of the Registrar of Cooperative Societies for The Sankhali Urban Cooperative Credit Society Ltd. {Reg. No. RES(a)-1/NZ/Goa}, Sankhalim-Goa {hereafter referred as "said Society"} to entertain all the disputes referred to him in the matters of recovery of outstanding loans of the said Society, without routing through this Department. The said authorization was initially for a period of 2 year w.e.f. 29/09/2021 to 28/09/2023. Vide Order at reference No.3 above.

And whereas, after expiry of above two year period, the authorization was further extended for a period of One year w.e.f. 29/09/2023 to 28/09/2024. Vide Order at reference No.4 above.

And whereas, vide letter No. Succs /Ho/163/2024-25 dated 17/09/2024 read at No. 5 above, the chairman of the Sankhali Urban Cooperative Credit Society Ltd. Gokulwadi, Sankhalim-Goa, has requested to extend the term of Adv. Shivaji B. S. Bhangui as its dedicated RCS nominee for further period of One year w.e.f. 29/09/2024 to 28/09/2025.

Now therefore, in exercise of the powers conferred under section 123(B) of the Goa Cooperative Societies Act, 2001 read with Rule 116 of the Goa Cooperative Societies Rules, 2003, I, the undersigned Registrar of Cooperative Societies do hereby extend the authorization of Adv. Shivaji B. S. Bhangui, having office at 2nd Floor, SF-8, Housing Board residential & Commercial Complex, Alto, Betim, Porvorim, Bardez-Goa as a dedicated RCS Nominee for a further period of **one year** with retrospective effect from **29/09/2024 to**

28/09/2025 for the Sankhali Urban Cooperative Credit Society Ltd. {Reg. No. (RES(a)-1/NZ/Goa}, Sankhalim-Goa.

When a purported dispute is referred by said Society, the above named dedicated Nominee is authorized to first decide under sub-Section (1) of Section 86 of the Goa Cooperative Societies Act, 2001 whether the matter referred by Society involves a dispute and pass appropriate Orders under sub Section (1) of Section 86 of the Act.

Only upon the Nominee satisfying that there exists a dispute, he shall proceed to adjudicate the same and give Award accordingly. The nominee shall abide by the terms and conditions on which he was originally appointed as Registrar's Nominee vide order read at sr. no. 1 above.

This extension of authorization as dedicated Nominee is liable to be withdrawn at any time without assigning any reason at the discretion of the undersigned.

Given under the seal of this office.

(Arvind V. Bugde)
Registrar of Cooperative Societies &
Ex-Officio Joint Secretary (Co-operation)
Govt. of Goa, Patto, Panaji Goa.

Date: 04/12/2024
Place: Panaji, Goa.

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Order

3/6/Urban Credit/TS-II/BZ/2018/RCS/3154

Date: 04-Dec-2024

- Read:
1. No. 3/3/Urban Credit/TSII/PZ/2017/RCS/Suppl./5306 dated 10-Feb-2020.
 2. No. 3/6/Urban Credit/TSII/BZ/2018/RCS/5948 dated 06-Mar-2020.
 3. No. 3/6/Urban Credit/TSII/BZ/2018/RCS/311 dated 19-May-2021.
 4. No. 3/6/Urban Credit/TSII/BZ/2018/RCS/SUPPL/1254 dated 15-Jul-2022.
 5. No. 3/6/Urban Credit/TSII/BZ/2018/RCS/782 dated 31-May-2023.
 6. No. SUCCS/HO/181/24-25 dated 08-Oct-2024.

{Under section 91 D of the Goa Cooperative Societies Act, 2001 (Goa Act No. 36 of 2001)}

Whereas, vide Notification read at Sr. no. 1 above issued by the Government exercising the powers under Section 126A of the Goa Cooperative Societies Act, 2001 (Goa Act 36 of 2001) {hereafter referred to as 'Act'} the provision of Sub-section (1) of section 91D of the Act was modified and the Registrar of Cooperative Societies was authorized to appoint Officers of Cooperative Credit Societies, V. K. S. S. Societies having credit counters and Multipurpose Societies as **RECOVERY CUM SALE OFFICER** upon receipt of individual proposals subject to the terms and conditions as may be incorporated in the Order.

And whereas, vide Order read at Sr. no. 2 above issued by the Registrar of Cooperative Societies, the **General Manager** of The Sankhali Urban Cooperative Credit Society Ltd, {Reg. No. RES(a)-1/NZ/Goa }Sankhalim-Goa was delegated with the powers to recover certain sums by attachment and sale of property vested in Registrar of Cooperative Societies under Section 91D of the Goa Cooperative Societies Act, 2001 read with Rule 124 of the Goa Cooperative Societies Rules, 2003 subject to the following conditions:-

1. The Officer appointed and delegated with the powers of Sales Cum Recovery Officer shall work under the general guidance, superintendence and control of the Asstt. Registrar of Coop. Societies, Arbitration/Execution, North Goa District, Ponda, Goa;

2. The Board of Directors of the society shall be fully responsible along with the **RECOVERY CUM SALE OFFICER** for any acts in contravention of the Act, Rules and Bye-laws;
3. The Board of Directors shall review the performance of the **RECOVERY CUM SALE OFFICER** every month and ensure compliance.

And whereas the powers delegated vide order dated 29/09/2020 read at serial no. 3 above remained in force till 31/03/2021 and same was extended from time to time last being extended vide order read at serial no. 5 above for a period of one year w.e.f. 01/04/2023 and ending on 31/03/2024.

And whereas, vide letter read at Sr. No.6 above, The Sankhali Urban Cooperative Credit Society Ltd., Sankhali-Goa has requested to grant further extension to the said delegation of powers to the General manager of their society to act as Sale-cum-Recovery Officer for their society.

And whereas the Goa Cooperative Societies (Amendment) Act, 2001 (Goa Act no. 36 of 2021) has been brought into force w.e.f. 1st April 2023 (except few provisions) vide Notification No.60/137/Amendment /2020/TS-I/RCS/4579 dated 28/02/2023 published in Official Gazette, Series I No. 47, Extraordinary No.3 dated 28/02/2023. By virtue of amended provisions of Section 91D of the said Act, the Registrar is competent to issue a special order to empower an officer of Federal Institution or Chief Executive as defined under Clause (9) of Section 2 of the said Act to effect recovery in accordance with provisions of Section 91D of the Act.

Now, therefore in exercise of the powers conferred under Section 91D of the Goa Cooperative Societies Act, 2001, I the undersigned Registrar of Cooperative Societies do hereby further extend the delegation of powers empower the General Manager of The Sankhali Urban Cooperative Credit Society Ltd, {Reg. No. RES-(a)-1/NZ/Goa} Sankhalim-Goa vide above read Orders for a further period of one year with retrospective effect from **01/04/2024 to 31/03/2025**.

All the terms and conditions mentioned in the Order referred to at Sr. no. 2 above shall continue to apply. The undersigned reserves the right to withdraw this Order at any stage without assigning any reasons.

Given under the seal of this office.

(Arvind V. Bugde)
Registrar of Coop. Societies &
Ex-officio Joint Secretary (Cooperation)
Govt. of Goa, Panaji Goa.

Date:- 04/12/2024

Place:-Panaj-Goa.

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Order

3/11/Urban Credit/TS-II/NZ/2019/RCS/3710

Date: 17-Jan-2025

- Read:
1. No. 48-8-2001-TS-RCS/III dated 21-Apr-2017.
 2. No. 6-13-81/EST/RCS/Part V dated 06-Mar-2020.
 3. No. 3-18-Urban Credit/TS-II/NZ/2020/RCS dated 06-Sep-2021.
 4. No. ARCS/NZ/PLN/Registrar Nominee/2546 dated 22-Nov-2022.
 5. No. 3-11-Urban Credit/TS-II/NZ/2019/RCS dated 22-Dec-2022.

6. No. ARCS/NZ/PLN/Registrar's Nominee/1020 dated 10-Aug-2023.

7. No. 3-11-Urban Credit/TS-II/NZ/2019/RCS dated 01-Sep-2023.

8. No. ARCS/NZ/PLN/RN/1073 dated 31-Jul-2024.

Whereas vide Order read at Sr. No. 1 above, Adv. Shivaji B.S. Bhangui, C/o Adv. P.J. Kamat, above Bank of Maharashtra, 2nd floor, SF-8, Goa housing Board Comm. & Residential Complex, Journalist Colony, Alto-Betim, Porvorim, Goa. 403521 was appointed as Registrar's Nominee under section 86(1) of the Goa Cooperative Societies Act, 2001 (Goa Act No. 36 of 2001) {hereafter referred as "Act"} read with Rule 116(1) of the Goa Cooperative Societies Rules, 2003 and his name is reflecting at Sr. No. 24 of the said Order.

And Whereas, vide this office Order read at Sr. No. 3 above, Adv. Shivaji B.S. Bhangui was authorized as dedicated Nominee of the Registrar of Cooperative Societies for the Jana Utkarsh Urban Co-operative Credit Society Ltd., {Reg. No. RES(a)-12/NZ/Goa}, Khorlim Mapusa Bardez Goa {hereafter referred as "said Society"} to entertain all the disputes referred to him in matters of recovery of outstanding loans of the said Society, without routing through this Department, which authorisation was initially for a period of one year w.e.f. 04/08/2021 to 03/08/2022 and had extended further till 03/08/2024.

And Whereas, vide letter dated 31/07/2024 read at Sr. No. 8 above, the Asstt. Registrar of Cooperative Societies, North Zone, Mapusa - Goa, has forwarded the request of the Jana Utkarsh Urban Co-operative Credit Society Ltd., for extending the above referred authorization for a further period.

Now therefore, in exercise of the powers conferred under section 123(B) of the Goa Cooperative Societies Act, 2001 read with Rule 116 of the Goa Cooperative Societies Rules, 2003, I, the undersigned Registrar of Cooperative Societies do hereby extend the authorization of Adv. Shivaji B.S. Bhangui, C/o Adv. P.J. Kamat, above Bank of Maharashtra, 2nd floor, SF-8, Goa Housing Board Comm. & Residential Complex, Journalist Colony, Alto-Betim, Porvorim, Goa, as dedicated RCS Nominee for a period of **one year** with retrospective effect from **04/08/2024 to 03/08/2025** for the Jana Utkarsh Urban Co-operative Credit Society Ltd., {Reg. No. RES(a)-12/NZ/Goa}, Khorlim Mapusa Bardez Goa.

Further, when a purported dispute is referred by the said Society, the above named dedicated Nominee is authorized to first decide under sub-section (1) of section 86 of the Goa Cooperative Societies Act, 2001 whether the matter referred by the Society involves a dispute and pass appropriate Orders under sub section (1) of section 86 of the Act.

Further, only upon the Nominee satisfying that there exists a dispute, he shall proceed to adjudicate the same and give Award accordingly. The Nominee shall abide by the terms and conditions on which he was originally appointed as Registrar's Nominee vide Order read at Sr. No. 3 above.

The extension of this authorization is liable to be withdrawn at any time without assigning any reason thereof at the discretion of the undersigned.

Given under the seal of this office.

(Arvind V. Bugde)
Registrar of Cooperative Societies &
Ex-Officio Joint Secretary (Co-operation)
Govt. of Goa, Patto, Panaji Goa.

Date: 17/01/2025
Place: Panaji, Goa.

Order

3/4/Urban Credit/TS-II/NZ/2017/RCS/4427

Date: 03-Mar-2025

- Read:
1. No. 48-8-2001-TS-RCS/III/311 dated 21-Apr-2017.
 2. No. 6-13-81/EST/RCS/Part V dated 06-Mar-2020.
 3. No. 3/4/Urban Credit/TS-II/NZ/2017/RCS/1865 dated 28-Sep-2021.
 4. No. 3/4/Urban Credit/TS-II/NZ/2017/RCS/3583 dated 23-Dec-2022.
 5. No. 3/4/Urban Credit/TS-II/NZ/2017/RCS/223 dated 15-Apr-2024.
 6. No. 4/37/00-TS/Vol-I/1499 dated 30-Sep-2024.

Whereas vide Order read at Sr. No. 1 above, Adv. Shivaji B.S. Bhangu, C/o Adv. P.J. Kamat, above Bank of Maharashtra, 2nd floor, SF-8, Goa housing Board Comm. & Residential Complex, Journalist Colony, Alto-Betim, Porvorim, Goa. 403521 was appointed as Registrar's Nominee under section 86(1) of the Goa Cooperative Societies Act, 2001 (Goa Act No. 36 of 2001) {hereafter referred as "Act"} read with Rule 116(1) of the Goa Cooperative Societies Rules, 2003 and his name is reflecting at Sr. No. 24 of the said Order.

And Whereas, vide this office Order read at Sr. No. 3 above, Adv. Shivaji B.S. Bhangu was authorized as dedicated Nominee of the Registrar of Cooperative Societies for the Bhagawati Urban Co-operative Credit Society Ltd., {Reg. No. RES-(a)-2/NZ/Goa}, Pernem- Goa {hereafter referred as "said Society"} to entertain all the disputes referred to him in matters of recovery of outstanding loans of the said Society, without routing through this Department, which authorisation was initially for a period of one year w.e.f. 28/09/2021 to 27/09/2022 and had extended further till 27/09/2024.

And Whereas, vide letter dated 30/09/2024 read at Sr. No. 6 above, the Asstt. Registrar of Cooperative Societies, North Zone, Mapusa - Goa, has forwarded the request of the Bhagawati Urban Co-operative Credit Society Ltd., Pernem- Goa for extending the above referred authorization for a further period.

Now therefore, in exercise of the powers conferred under section 123(B) of the Goa Cooperative Societies Act, 2001 read with Rule 116 of the Goa Cooperative Societies Rules, 2003, I, the undersigned Registrar of Cooperative Societies do hereby extend the authorization of Adv. Shivaji B.S. Bhangu, C/o Adv. P.J. Kamat, above Bank of Maharashtra, 2nd floor, SF-8, Goa Housing Board

Comm. & Residential Complex, Journalist Colony, Alto-Betim, Porvorim, Goa, as dedicated RCS Nominee for a period of **one year** with retrospective effect from **28/09/2024 to 27/09/2025** for the Bhagawati Urban Co-operative Credit Society Ltd., {Reg. No. RES-(a)-2/NZ/Goa}, Pernem- Goa.

Further, when a purported dispute is referred by the said Society, the above named dedicated Nominee is authorized to first decide under sub-section (1) of section 86 of the Goa Cooperative Societies Act, 2001 whether the matter referred by the Society involves a dispute and pass appropriate Orders under sub section (1) of section 86 of the Act.

Further, only upon the Nominee satisfying that there exists a dispute, he shall proceed to adjudicate the same and give Award accordingly. The Nominee shall abide by the terms and conditions on which he was originally appointed as Registrar's Nominee vide Order read at Sr. No. 1 above.

The extension of this authorization is liable to be withdrawn at any time without assigning any reason thereof at the discretion of the undersigned.

Given under the seal of this office.

(Kabir K Shirgaonkar)
Registrar of Cooperative Societies &
Ex-Officio Joint Secretary (Co-operation)
Govt. of Goa, Patto, Panaji Goa.

Date: 03 - 03 -2025

Place: Panaji, Goa.

Order

3/8/Urban Credit/TSII/NZ/2018/RCS/4441

Date: 04-Mar-2025

- Read:
1. No. 48-8-2001-TS-RCS/III/311 dated 21-Apr-2017.
 2. No. 6-13-81/EST/RCS/PartV/5833 dated 06-Mar-2020.
 3. No. 3/8/Urban Credit/TSII/NZ/2018/RCS/2892 dated 26-Sep-2023.
 4. No. TAUCCSL/296/2024 dated 04-Nov-2024.

Whereas vide Order read at Sr. No. 1 above, Adv. Shivaji B.S. Bhangui, C/o Adv. P.J. Kamat, above Bank of Maharashtra, 2nd floor, SF-8, Goa housing Board Comm. & Residential Complex, Journalist Colony, Alto-Betim, Porvorim, Goa. 403521 was appointed as Registrar's Nominee under section 86(1) of the Goa Cooperative Societies Act, 2001 (Goa Act No. 36 of 2001) {hereafter referred as "Act"} read with Rule 116(1) of the Goa Cooperative Societies Rules, 2003 and his name is reflecting at Sr. No. 24 of the said Order.

And Whereas, vide this office Order read at Sr. No. 3 above, Adv. Shivaji B.S. Bhangui was authorized as dedicated Nominee of the Registrar of Cooperative Societies for The Aldona Urban Co-operative Credit Society Ltd., {Reg. No. RES-(A)-14/NZ/Goa}, Aldona, Bardez-Goa {hereafter referred as "said Society"} to entertain all the disputes referred to him in matters of recovery of outstanding loans of the said Society, without routing through this Department, which authorisation was initially for a period of one year w.e.f. 26/09/2023 to 25/09/2024.

And whereas, vide letter dated 04/11/2024 read at Sr. No. 4 above, the Asstt. Registrar of Cooperative Societies, North Zone, Mapusa - Goa, has forwarded the request of The Aldona Urban Co-operative Credit Society Ltd., Aldona, Bardez-Goa for extending the above referred authorization for a further period.

Now therefore, in exercise of the powers conferred under section 123(B) of the Goa Cooperative Societies Act, 2001 read with Rule 116 of the Goa Cooperative Societies Rules, 2003, I, the undersigned Registrar of Cooperative Societies do hereby extend the authorization of Adv. Shivaji B. S. Bhangui, C/o Adv. P.J. Kamat, above Bank of Maharashtra, 2nd floor, SF-8, Goa Housing Board Comm. & Residential Complex, Journalist Colony, Alto-Betim, Porvorim, Goa, as dedicated RCS Nominee for a period of **one year** with retrospective effect from **26/09/2024 to 25/09/2025** for The Aldona Urban Co-operative Credit Society Ltd., {Reg. No. RES-(A)-14/NZ/Goa}, Aldona, Bardez-Goa.

Further, when a purported dispute is referred by the said Society, the above named dedicated Nominee is authorized to first decide under sub-section (1) of section 86 of the Goa Cooperative Societies Act, 2001 whether the matter referred by the Society involves a dispute and pass appropriate Orders under sub section (1) of section 86 of the Act.

Further, only upon the Nominee satisfying that there exists a dispute, he shall proceed to adjudicate the same and give Award accordingly. The Nominee shall abide by the terms and conditions on which he was originally appointed as Registrar's Nominee vide Order read at Sr. No. 1 above.

The extension of this authorization is liable to be withdrawn at any time without assigning any reason thereof at the discretion of the undersigned.

Given under the seal of this office.

(Kabir K Shirgaonkar)
Registrar of Cooperative Societies &
Ex-Officio Joint Secretary (Co-operation)
Govt. of Goa, Patto, Panaji Goa.

Date: -03-2025
Place: Panaji- Goa.

Order

3/20/Urban Credit/TS-II/NZ/2020/RCS/Suppl./4466

Date: 05-Mar-2025

In exercise of the powers conferred under Section 68 of the Goa Co-operative Societies Act 2001, the Government of Goa hereby issues directives to the Asstt. Registrar of Co-operative Societies, ABN/EXE, North Goa District, Ponda, Goa to entertain the ABN/EXE cases filed before him by the Committee of Administrators of the Ashtagandha Urban Coop. Credit Society Ltd., Assonora, Bardez-Goa, without insisting for prior payment of filing fees as prescribed under the provisions of Rule 115 of the Goa Co-operative Societies Rules 2003. The filing fees of ABN/EXE and other allied expenses shall be adjusted from the amount recovered through the execution of cases in respect of the said society.

By order and in the name of the
Governor of Goa,

(Kabir Shirgaonkar)
Registrar of Coop. Societies &
Ex-Officio Joint Secretary (Co-operation)
Patto, Panaji Goa.

Order

8-1/11-12/ARPZ/Farming/Reg/2504

Date: 20-Mar-2025

Read:-

- 1) Showcause Notice for De-Registration dated 10/10/2024.
- 2) Letter dated 17/2/2025 informing that all promoter members including chief promoter are expired except Shri. Putu Vino Gaude.

WHEREAS, The Shri Shantadurga Coop. Collective Farming Society Ltd., Adcolna, Banastari-Goa was registered with this office under code symbol No. FMG-(a)-7-Goa dated 06/09/1972 and classified as farming society under sub classification No. 4(a) interms of Rule 9 of erstwhile Maharastra Coop. Societies Rules, 1962 extended to the Union Territory of Goa daman & Diu now deemed to be registered under Goa Coop. Societies Act 2001 and Rules 2003. The main object of the society have been clearly laid down in its bye laws No. 2 i.e. to encourage the spread of thrift, self reliance and cooperation among the members and increasing agricultural labor and income and making better use of resources to combine and cultivate such land, or to use them for other agricultural purposes of organization as provided under byelaws. The area of operation of the society has been confined to the Banastari Village Panchayat.

AND WHEREAS this office has issued a showcause notice for De-registration of Shri Shantadurga Co-op. Collective Farming Society Ltd Adcolna on 10.10.2024 since the society is almost in stagnant position.

AND WHEREAS during the course of hearing on 16.12.2024, one of the promoter members of the aforesaid society by name Shri Putu V Gawade has attended the hearing and expressed this willingness to restart the society which was almost in stagnant position.

AND WHEREAS vide letter dated 17/2/2025 Shri. Putu Gaude informed this office that all the promoter members except Shri. Putu Gaude are expired.

AND WHEREAS Considering the willingness of the promoter members Shri Putu V Gawade to restart the functioning of the society and further to enroll new members from the area of operation of the society, this office has decided to allow the promoter members to give an opportunity to restart the functioning of Shri Shantadurga Co-op Collective Farming Society Ltd Adcolna by appointing Administrator.

In view of the above I hereby pass the following order.

ORDER

In exercise of the power vested under Section 67A of the Goa Coop. Societies Act 2001 I Shri. Pankaj Marathe, Asst. Registrar of Coop. Societies, Ponda Zone, Ponda-Goa hereby appoint Shri. Putu V. Gaude, as an Administrator of the society to manage the affairs of Shri Shantadurga Coop. Collective Farming Society Ltd., Adcolna, Banastari-Goa initially for a period of six months.

Further, the Administrator shall arrange for completion of up-to-date audit and to constitution of new Board of Directors in accordance with the bye laws of the society.

Place:- Ponda-Goa
Dated:-20/03/2025

(Pankaj V. Marathe)
Asst. Registrar of Coop. Societies,
Ponda Zone, Ponda- Goa.

Department of Empowerment of Persons with Disabilities

Notification

1/14/2024-25-DEPwD/Admin/1090

Date: 13-Mar-2025

In exercise of the powers conferred by sub-section (1) of section 59 of the Rights of Persons with Disabilities Act 2016 (Central Act 49 of 2016), the Government of Goa hereby designates the Secretary (Health) to be the Appellate Authority for deciding appeals against the decisions of the certifying authorities designated vide the Government Notification No. 50-300-2014-15-HC/1627 dated 02/08/2021, published in the Official Gazette, Series II No.19, dated 05/08/2021 and the Government Notification No.50-300-2014-15-HC/1628 dated 02/08/2021, published in the Official Gazette, Series II No. 19 dated 05/08/2021.

This Notification shall come into force on the date of its publication in the Official Gazette.

By Order and in the name of the Governor of Goa *Varsha Naik*, Director of DEPwD, Ex-Officio/Joint Secretary (DEPwD)

Notification

1/14/2024-25-DEPwD/Admin/1091

Date: 13-Mar-2025

In exercise of the powers conferred by sub-section (1) of section 59 of the Rights of Persons with Disabilities Act 2016 (Central Act 49 of 2016), the Government of Goa hereby designates the Director, Directorate of Health Services to be the Appellate Authority for deciding appeals against the decision of the certifying authorities designated vide the Government Notification No. 50-300-2014-15-HC/1629 dated 02/08/2021 and the Government Notification No.50-300-2014-15-HC/1667 dated 03/08/2021, published in the Official Gazette, Series II No. 19, dated 05/08/2021.

This Notification shall come into force on the date of its publication in the Official Gazette.

By Order and in the name of the Governor of Goa

Varsha Naik, Director of DEPwD

Ex-Officio/Joint Secretary (DEPwD)

Department of General Administration

Order

13/2/2024-GAD-III/1089

Date: 21-Mar-2025

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide their letter No.COM/II/11/42(1)/2025/455 dated 13/03/2025, Government is pleased to promote the following Senior Assistants/Stenographer Grade-I to the post of Section Officer (Group 'B' Gazetted) in Secretariat, Porvorim, Goa, on regular basis, in Level 7 of the Pay Matrix as per C.C.S. (Revised Pay) Rules, 2016, with immediate effect :-

Sr. No.	Name of the Officers
1	Smt. Reena D. Shirodkar
2	Smt. Maria Socorrinha Monteiro e Mendes
3	Shri. Jose Assiz Estibeiro (PwD) (Locomotor Disability)
4	Shri. Chaitendra D. Kundaikar (S.T.)

The above Officers shall be on probation for a period of two years from the date of their joining the post and shall submit their Annual Assessment Report during the probation period. The lifting of probation shall be subject to passing of departmental examination during probation period/extended probation period.

The above Officials shall exercise their option for fixation of pay in the promotional grade in terms of F.R 22(I)(a)(1) within a period of one month. The option once exercised shall be final.

The expenditure towards pay and allowances of the above Officers shall be debited to the Budget Head:-“2052-Secretariat General Services, 00-, 090-Secretariat, 01-Department of Personnel & Administrative Reforms, 01-Salaries.

The above Officers are entitled for pay and allowances from the date of acceptance of promotion in relaxation to F.R.17.

The Order of posting is being issued separately.

By order and in the name of the
Governor of Goa

(Shreyas Dsilva)
Under Secretary (GA-I)

Department of Inland Waterways

Captain of Ports

Order

A 12045/186

Date: 13-Jan-2025

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/12/13(1)/2024/355 dated 23/12/2024, Government is pleased to declare the following Officer as detailed below for lifting of Probation period in the post of Deputy Hydrographic Surveyor, Group 'A' Gazetted and also to confirm him in the said post with effect from the date of his completion of Probation period.

Sr. No.	Name	Date of joining	Date of completion of Probation period
1.	Shri Abhay Atmaram Barve	11/01/2022	10/01/2024

By Order and in the name of the Governor of Goa

Shri Octavio A. Rodrigues, Captain of Ports & Ex-Officio Joint Secretary.

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Order

COP/2012/2/Corresp.(PER)/Part-III(Part)/598

Date: 29-Jan-2025

Read:- 1. Government Order No. COP/2012/2/Corresp.(PER)/Part-III(Part)/1297 dated 15/05/2020.

2. Government Order No. COP/2012/2/Corresp.(PER)/Part-III(Part)/2734 dated 12/11/2020.

As per the recommendation and approval of the High Level Empowered Committee (H.L.E.C.), vide their letter No. 9/56/IDCO/2019- ARD/200 dated 02/07/2019, three vacant posts of Upper Division Clerk in the Captain of Ports Department stand abolished due to demise and promotions of the incumbents. The details are as given below.

Sr. No.	Designation of the Post	No. of posts	Reason	Budget Head
1.	Upper Division Clerk, Group 'C'	03	1. Post got vacant on 24/02/2023 due to demise of Late Santosh S. Shejwadkar. 2. Due to promotion of Shri Appa S. Gawas to the post of Head Clerk on 06/09/2024. 3. Due to promotion of Shri Bhojraj C. Phadte to the post of Marine Inspector on 27/01/2025	3051-Ports & Lighthouse 02-Minor Ports 102-Port Management 01-Port Establishment 01-Salaries

Subsequently, **three** posts of Lower Division Clerk, Group 'C' are created in lieu of the above abolished posts of Upper Division Clerk.

The Lower Division Clerks created shall draw salaries from the respective Budget Head as shown above.

All 05 nos. of posts of Upper Division Clerk have been abolished and in lieu of the same 05 nos. of posts of Lower Division Clerk have been created as per the recommendation and approval of the High Level Empowered Committee (H.L.E.C.), vide their letter No. 9/56/IDCO/2019- ARD/200 dated 02/07/2019.

Shri Ram Asare M. Gupta, Hydrographic Surveyor, Offg. Captain of Ports.

◆

Notification

B-11039/IV ACT 2021/24-25/1211
No. B-11039/IV ACT 2021/24-25/1211

Date: 20-Mar-2025

Read:- Government Notification No. B-11039/IV ACT 2021/23-24/779 dated
14/03/2024, published in Official Gazette, Series II No. 51 dated 21/03/2024

In exercise of the powers conferred by sub-section (1) of section 43 of the Inland Vessels Act, 2021 (Central Act 24 of 2021), the Government of Goa hereby appoints the following persons as Surveyor for the purpose of performing duties and implementing the provisions of Chapter VII of the said Act, for the further period of one year from 05/03/2025 to 04/03/2026.

- (1) Shri. Virendra N. Bandodkar
- (2) Shri. Emerson Cardozo
- (3) Shri. Mandar G. Kadnekar

By Order and in the name of the Governor of Goa
Octavio A. Rodrigues, Captain of Ports & Ex-Officio Joint Secretary

Panaji, 20th March, 2025.

◆

Notification

B-11039/IV ACT 2021/24-25/1210

Date: 20-Mar-2025

Read:- Government Notification No. B-11039/IV ACT 2021/23-24/778 dated
14/03/2024, published in Official Gazette, Series II No. 51 dated 21/03/2024

In exercise of the powers conferred by sub-section (1) of section 36 of the Inland Vessels Act, 2021 (Central Act 24 of 2021), the Government of Goa hereby appoints the persons as specified in column (2) of Table below as Examiners in respect of the streams as specified in corresponding entries in column (3) of the said Table for the further period of one year from 05/03/2025 to 04/03/2026.

TABLE

Sr. No.	Name of Person	Stream
1	2	3
(1)	Shri. Virendra N. Bandodkar	Examiner of candidates in Engine stream.
(2)	Shri. Emerson Cardozo	Examiner of candidates in Deck stream
(3)	Shri. Mandar G. Kadnekar	Examiner of candidates in Engine stream.

By Order and in the name of the Governor of Goa
Octavio A. Rodrigues, Captain of Ports & Ex-Officio Joint Secretary

Panaji, 20th March, 2025

Notification

B-11039/IV ACT 2021/24-25/1209

Date: 20-Mar-2025

Read:- Government Notification No. B-11039/IV ACT 2021/23-24/777 dated
14/03/2024, published in Official Gazette, Series II No. 51 dated 21/03/2024

In exercise of the powers conferred by sub-section (1) of section 10, sub-section (3) of section 51 and sub-section (1) of section 55 of the Inland vessels Act, 2021 (Central Act 24 of 2021), the Government of Goa hereby appoints the following persons as Surveyors, for the purposes of the said sections of the said Act for the further period of one year from 05/03/2025 to 04/03/2026.

1. Shri. Virendra N. Bandodkar
2. Shri. Emerson Cardozo
3. Shri. Mandar G. Kadnekar

By Order and in the name of the Governor of Goa.

Octavio A. Rodrigues, Captain of Ports & Ex-Officio Joint Secretary.

Department of Labour

Order

28/78/2024-LAB/194

Date: 18-Mar-2025

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Chowgule Industries Private Limited, Campal, Panaji, Goa and its workman, Shri Siddesh Chari, represented by the Gomantak Mazdoor Sangh, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under section 7A of the said Act.

SCHEDULE

- (1) Whether the action of the management of M/s. Chowgule Industries Private Limited, Campal, Panaji, Goa, in transferring Shri Siddesh Chari from Fatorda to Verna and subsequently from Verna to Taleigao and non-reimbursement of travelling charges with effect from 04/08/2022, is legal and justified?

- (2) If not, to what relief the workman is entitled?.

By Order and in the name
of the Governor of Goa.

(Amalia O. F. Pinto)
Under Secretary (Labour).

◆

Notification

28/02/2025-LAB/Part-II/196

Date: 18-Mar-2025

The following Award passed by the Labour Court-II, at Panaji-Goa on 27/02/2025 in Case No. Ref. LC-II/IT/9/2018 is hereby published as required under section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By Order and in the name of
the Governor of Goa.

(Amalia O. F. Pinto)
Under Secretary (Labour)

**IN THE LABOUR COURT – II
GOVERNMENT OF GOA
AT PANAJI**

(BEFORE SHRI SURESH N. NARULKAR, HON'BLE PRESIDING OFFICER)

Case No. Ref. LC-II/IT/9/2018

Shri. Ajit Tondwalkar,
H. No.1, C/o Shri Narcinva Gaude,
Swmipayne, Mardol,
Mangueshi,
Ponda-Goa – 403401.

..... Workman/Party - I

V/s

M/s. Petals Engineers Pvt. Ltd.,
Plot No. 237/238,
Kundaim Industrial Estate,
Kundaim-Goa – 403401.

..... Employer/Party – II

Workmen/Party – I represented by Ld. Adv. Shri. T. D'costa.

Employer/Party – II represented by Ld. Adv. Shri. P. Chawdikar.

PANAJI, DATED: 27/02/2025

AWARD

1. In Exercise of the powers conferred by Clause (c) of sub section (1) of Section 10 of the Industrial Disputes Act, 1947, (Central Act, 14 of 1947) the Government of Goa, by Order dated 11/05/2018, bearing No. 28/7/2018-LAB/321, referred the following dispute for its adjudication to this Labour Court -II of Goa at Panaji-Goa.

“(1) Whether M/s. Petals Engineers Private Limited, Plot No.237/238. Kundaim Industrial Estate, Kundaim, Goa, in dismissing from service Shri Ajit Tondwalkar, Machine Operator, with effect from 06.10.2024, is legal and justified?”

(2) If not, what relief the workman is entitled to?”

2. On receipt of the reference, a case was registered under No. LC-II/IT/09/2018 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the parties put in their appearance. The Workman / Party I (for short, ‘Workman’) filed his statement of claim on 20/08/2018 at Exb.6. He stated that he was appointed as ‘Junior Machine Operator’ in their establishment of the Employer / Party II (for short, ‘Employer’) at Kundaim, Goa, w.e.f. 27/04/2000. He stated that the Employer is a registered manufacturer of machinery & equipment’s for pharmaceutical & cigarette industries under the name and style M/s. Petals Engineers Pvt. Ltd. carrying out its activities in Goa at the address mentioned hereinabove in the cause title. He stated that the gross salary and emoluments drawn by the Workman during the period of 8 months was Rs.2,500/- (Rupees Two Thousand Five hundred only).

3. He stated that vide letter dated 18/12/2000, the Employer was pleased to appoint him on confirmed basis with effect from 01/11/2000. He stated that vide letter dated 5/6/2001 addressed to him, the Employer was pleased to revise his remuneration structure and pay an enhanced salary amounting to Rs.2,780/- (Rupees Two Thousand Seven Hundred and Eighty Only). He stated that vide letter dated 01/04/2004, the Employer was pleased to revise the remuneration structure and pay the Workman a monthly salary of Rs.3,534/- (Rupees Three Thousand Five Hundred and Thirty Four only) and yearly remuneration amounting to Rs.42,408/- (Rupees Forty Two Thousand Four Hundred and Eight only). He stated that vide letter dated 01/04/2005, the Employer was pleased to revise the salary and allowance of the staff and workers at the factory office and as such the basic pay of the Workman was enhanced to Rs.3,823/- (Rupees Three Thousand Eight Hundred and Twenty Three only).

4. He stated that since the year 2000 till 2013, the Workman was employed with the Employer as a Machine Operator however as there was no increment in the salary since the year 2005 till 2013. He stated that vide his letter dated 25/04/2013 addressed to the General Manager of the Employer demanded for increase in payment of minimum wages as per then notification revising minimum rates of wages dated 14/03/2013. He stated that the Employer vide letter dated 10/05/2013, inform him that the said request has been rejected by the board of directors. He stated that the Employer in the month of March 2013 paid him an amount of Rs.6,168/- (Rupees Six Thousand One Hundred Sixty Eight only) and in the month of April 2013 an amount of Rs.5,687/- (Rupees Five Thousand Six Hundred and Eighty Seven Only) after deducting various amounts. He stated that

in the month of May 2013, he was restrained from entering the premises of the workplace and was forced to seat outside near the security cabin thereby depriving him from performing his duties. He stated that upon questioning the security, he was informed that the Manager by name Mr. Mario Fernandes has instructed the security not to allow him to enter the premises of the company. He stated that he had also addressed a letter dated 17/07/2013 to said Mr. Mario Fernandes requesting him to let him resume the duty and perform work. He stated that the said exercise continued till the end of July 2013.

5. He stated that he was not paid the salary for the said period i.e. the month of May (part), June and July. He stated that the, vide letter dated 29/10/2013 addressed to the Manager of the Employer, requested to release the salary for the month May, June and July 2013 but till date the said payment has not been paid to him. He stated that vide letter dated 29/07/2013, he was called by the Employer to resume work from 01/08/2013. He stated that he performed his duties for the month of August, September until October 2013 until when he informed that he was terminated from service by the Employer for alleged misbehavior and misconduct and that he would get an official letter to that effect. He stated that he thereafter was not in service till October 2014. However the Employer has paid an amount of Rs.4,767/- (Rupees Four Thousand Seven Hundred and Sixty Seven only) towards 75% of subsistence allowance for the period of October, November 2013 and January to September 2014. He stated that he himself was in receipt of a letter dated 06/10/2014 for dismissal addressed to him Workman by the Employer, contents of which disclosed his termination on various grounds stated therein. He stated that as per the contents of the said letter, he was asked to collect the pending legal dues from the account department of the Employer. He stated that in view of the said letter of dismissal, his vide letter dated 28/07/2017, applied for his legal dues which included gratuity, Diwali bonus and life time service benefits along with the compensation for forced termination. He stated that taking cognizance of the said request, the accounts department of the Employer had issued a cheque bearing number "101188" drawn on Union Bank of India, Bhavani Nagar, Marol, Mumbai branch in favor of the Workman for an amount of Rs.33,627/- (Rupees Thirty Three Thousand Six Hundred and Twenty Seven Only) which apparently as informed by the accounts department was for Diwali bonus i.e. Rs.7,522/- and the unpaid salary i.e. Rs.26,105/-.

6. He stated that he has also received an amount of Rs.1,46,509/- (Rupees One Lakh Forty Six Thousand Five Hundred and Nine Only) towards the provident fund. He stated that he himself was however denied from claiming gratuity and other service benefits. He stated that the Employer has refused to pay him gratuity for the reasons best known to them. He stated that he had even sought clarification on the same by addressing a letter dated 17/10/2017 to the Manager of the Employer which was duly served to the Manager but however the same was not replied to. He stated that he has served the Employer with due diligence, honesty and sincerity for a period of 13 long years and as such was shocked and surprised with the decision of the Employer to terminate the Workman on frivolous and false grounds. Without prejudice, he stated that the Employer has wrongly and/or illegally deprived him of claiming gratuity for the terms of his service i.e. from 2000-2013 which otherwise he is legally entitled in terms of law. He stated that the Employer has deprived him of his legal rights which he is entitled to by refusing to pay gratuity which act is totally illegal and in violation of law. He stated that he has on various occasions made attempts by addressing various letters referred herein above to the Employer in order to claim gratuity and the outstanding amounts but on every such occasion the Workman has been refused to pay gratuity and other amounts. He stated that he was drawing

a monthly salary of Rs.6,795/- (Rupees Six Thousand Seven Hundred and Ninety Five Only) till the month of March 2013.

7. The Employer having failed to perform its duty and act in accordance with Law by denying to pay the gratuity which he is legally entitled. He stated that he was constrained to approach the Assistant Labor Commissioner at Ponda, Goa vide application dated 02/01/2018 seeking indulgence of the said authority to direct the Employer to pay him the service benefits and the gratuity. He stated that however the Assistant Labour Commissioner at Ponda, Goa has misinterpreted the reliefs sought by him before it and has prepared the failure report dated 26/02/2013 which is contrary to his case. Without prejudice, he stated that he is entitled to claim gratuity and that he has no intentions to work further for the Employer and/or seek reinstatement. He stated that he has no more claim against the Employer nor will claim any other claim other than the gratuity for the period of 2000-2013 from the Employer. He stated that he is the only earning member in the family which comprise of his wife and a minor daughter who are completely dependent on him as such grave prejudice and irreparable loss will be caused to him in the event the claim is dismissed and/or the reliefs sought by him are not granted.

8. The Employer resisted the claim of the Workman by filing its written statement on 10/12/2018 at Exb.8. The Employer, as and by way of its preliminary objections, submitted that, the present reference filed by the Party-I is bad in law and hence not maintainable, that the Party-I has not given any jurisdiction for the demands/claims raised by him, that the present dispute of the Workman is not an "Industrial Dispute" as defined under section 2 (k) of the Industrial Dispute Act, 1947, that this Hon'ble Court does not have jurisdiction to entertain the present dispute considering the reliefs sought in the present matter and that there is non application of mind by the Appropriate Government while referring the present dispute. He stated that it is engaged in the manufacture of machinery and equipment's for pharmaceutical and one of the most reputed company and known for its products and good will in the market. The Employer stated that the Workman had raised the present dispute just to pressurize and harass them without justifiable reasons. The Employer stated that its Management had followed the proper procedure with due regards to the principles of natural justice in case, of the Workman. The Employer stated that its decision in the matter of the Workman is legal, just and not in contravention of any law. The Employer stated that the Workman was involved in several acts of misconducts during his service tenure and they have afforded him several opportunities to improve his behavioral and other related issues at work place. The Employer stated that thus they believe in maintaining best of the relations with its employees and if any issues arises they believe in settling the same amicably. The Employer stated that however, the acts of the Workman at the work place constrained the Management to initiate disciplinary proceedings against him as he failed to avail and improve even after affording several such opportunities as mentioned above time and again. The Employer stated that the Workman was placed under suspension vide suspension letter dated 10/10/2013 and he was regularly paid subsistence allowances as per law. The Employer stated that subsequently charge-sheet cum notice of enquiry dated 16/11/2013 was issued to the Workman. The Employer stated that they have instituted an enquiry by appointing Mr. Prashant Agarwal, as an Enquiry Officer to conduct the impartial enquiry. The Employer stated that accordingly the enquiry was conducted by an impartial and competent Enquiry Officer. The Employer stated that the enquiry has been conducted by the said Enquiry Officer in accordance with the principles of natural justice. The Employer stated that the Workman was given every conceivable opportunity to participate and present his case during the enquiry. The Employer stated that after the conclusion of the enquiry, the Ld. Enquiry Officer

submitted his findings dated 16/08/2014 holding the Workman guilty of charges levelled against him as mentioned therein.

9. The Employer stated that they perused the charges, the proceedings of the enquiry and the findings of the Ld. Enquiry Officer and concluded that the enquiry has been concluded in accordance with the principles of natural justice and the findings of the Ld. Enquiry Officer are fair, proper and based on evidence on record. The Employer stated that it can be seen that the Ld. Enquiry Officer has given his reasoned findings. The Employer stated that the records that the charges levelled in the charge-sheet have been proved in the enquiry against them as there is sufficient evidence on record against him to hold him guilty of the charges mentioned in the charge-sheet. The Employer stated that considering the gravity of proved misconducts, past records, dismissed the Workman from the services vide dismissal letter dated 06/10/2014 and paid him all the legal dues as per law which has been duly accepted by the Workman. The Employer stated that the termination of services of the Workman is therefore legal and justified and hence he is not entitle for any reliefs claimed by him before this Hon'ble Court. The Employer denied the claim of the Workman as pleaded by him and prayed that the claim of the Workman be rejected.

10. Thereafter, the Workman filed his rejoinder on 06/02/2019 at Exb.09. The Workman, by way of his rejoinder, denied each and every statement, averments and submissions made by the Employer in its written statements which are contrary and inconsistent to the statements, averments and a submission made in his statement of claim and reiterates his case as pleaded in his statement of claim.

11. Based on the pleadings filed by the respective parties, this court framed the following issues on 21/02/2019 at Exb.10.

1. *Whether a free and proper enquiry was conducted against the Workman in respect of charge-sheet cum notice of enquiry dated 16/11/2013?*
2. *Whether the charges of misconduct levelled against the workman vide charge-sheet cum notice of enquiry dated 16/11/2013 have been proved to the satisfaction of this court by acceptable evidence?*
3. *Whether the Employer/Party-II (2) proves that the present order of reference is bad-in-law and not maintainable in view of the reasons mentioned in para (a), (b) and (d) of its written statement?*
4. *Whether the Employer / Party II (1) proves that the present dispute raised by Party-I is not an "Industrial Dispute" as defined under Section 2(k) of the Industrial Disputes Act, 1947?*
5. *Whether the Workman/ Party I is entitled to any relief?*
6. *What order? What award?*

12. Thereafter, the matter was fixed for the evidence of the Workman. The Workman examine himself and produced on record certain documentary evidence in support of his oral evidence and the matter was fixed for the cross examination of the Workman. Thereafter, matter was fixed for the amicable settlement between the parties hereinabove. On 27/02/2025, the Workman alongwith his Advocate Shri T. D'costa as well as Ld. Adv.

Shri P. Chawdikar remain present before me and submitted that they have settled the matter amicably and filed an application for settlement along with consent terms as agreed between the parties which is on record at Exb.47. The said consent terms are reproduced herein above.

- a) That the Party No. I and the Party No. II have agreed to settle the present dispute for a composite amount of Rs.50,000/- (Rupees Fifty Thousand Only).
- b) The Party No. II herein has paid a sum of Rs.50,000/- (Rupees Fifty Thousand Only) in full and final settlement of the entire claim amount of the Party No. I in the present dispute vide cheque dated 27/02/2025 drawn on Union Bank of India Bank at Kundaim Branch, bearing No. 027978 and another postdated cheque dated 15/03/2025 drawn on Union Bank of India, Kundaim Branch bearing No. 027979.
- c) The Party No. I herein declare that his claim in the present dispute is conclusively settled and he has no claim of whatsoever nature against the Party No. II / employer. The Party No. I also states that he has given up his claim for reinstatement as well and that he is not interested in gainful employment with the Party No. II.

The said terms of settlement are beneficial to both the parties. Hence, I consented for the same. Since the dispute under reference is settled between the parties, I hold that the dispute under present reference does not survive.

In view of the above, I proceed to pass the following order:

ORDER

1. It is held that the action of the management of M/s. Petals Engineers Private Limited, Plot No.237/238, Kundaim Industrial Estate, Kundaim, Goa, in dismissing from services Shri Ajit Tondwalkar, Machine Operator, with effect from 06/10/2014, is legal and justified, does not survive.
2. The Workman, Shri Ajit Tondwalkar, Machine Operator, is not entitled to any relief.
3. No order as to costs.

Inform the Government accordingly.

(Suresh N. Narulkar)

Presiding Officer

Labour Court



Notification

28/02/2025-LAB/193

Date: 18-Mar-2025

The following Award passed by the Labour Court-II, at Panaji-Goa on 26/02/2025 in Case No. Ref. LC-II/IT/04/2023 is hereby published as required under section 17 of the Industrial Disputes Act, 1947

(Central Act 14 of 1947).

By Order and in the name of
the Governor of Goa.

(Amalia O. F. Pinto)
Under Secretary (Labour)

**IN THE LABOUR COURT – II
GOVERNMENT OF GOA
AT PANAJI**

(BEFORE SHRI SURESH N. NARULKAR, HON'BLE PRESIDING OFFICER)

Case No. Ref. LC-II/IT/04/2023

Smt. G. Kanakan,
Chirappadu House,
Padinjarekara,
P.O. Kottayam, Kerala (686146).

..... Workman/Party-I

V/s

M/s. The Leela Goa,
A Wing, AF-1/4,
Mobor, Cavellossim,
Salcete-Goa (403 731)

.... Employer/Party-II

Workman/Party-I represented by Adv. Shri P. Agarwal.

Employer/Party-II represented by Adv. Shri. S. Chodnekar.

PANAJI, DATED: 26/02/2025

AWARD

1. In Exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (Central Act 14 of 1947) the Government of Goa, by Order dated 08/06/2023, bearing No. 28/11/2023-LAB/394 referred the following dispute for adjudication to this Labour Court-II, of Panaji, Goa.

“(1) Whether the action of the management of M/s. The Leela Goa, A Wing, AF-1/4, Mobor, Cavellossim, Salcete, Goa in terminating services of Shri G. Kanakan, Captain, with effect from 13/12/2018, is legal and justified?”

“(2) If not, to what relief the Workman is entitled?”

2. On receipt of the reference, a case was registered under No. LC-II/IT/04/2023 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short ‘Workman’), filed his Statement of Claim on 19/10/2023 at Exb.5. The facts of the case in brief as pleaded by the Workman are that he is working with the Employer / Party II (for short, ‘Employer’) since 20/12/2000. He stated that he was falsely charged vide charge sheet dated 11/12/2009 and dated 06/05/2016 before terminating his services vide termination letter dated 13/12/2018. He stated that

before termination, the management had conducted inquiry into the charge-sheets mentioned above. He stated that throughout the enquiry proceeding, Ld. Enquiry Officer displayed a bias in favour of the management and as such did not provide a fair hearing. He stated that his termination / discharge is illegal on the following grounds which are set out hereinafter without prejudice to one another.

3. He contended that the charge-sheets issued to him were ex-facie illegal and untenable in law. He submitted that he was denied reasonable opportunity of effectively representing his defense right from issuing the charge sheet till he was terminated from the services. He submitted that the enquiry was held by the Ld. Enquiry Officer who clearly biased against him. He submitted that relevant materials and evidence were suppressed and thereby severely prejudicing him in his attempt to reasonably defend himself. He submitted that the proceedings of the enquiry were clearly in violation of the rules of natural justice and therefore unfair. He submitted that the findings of the Ld. Enquiry Officer were perverse and not based on the evidence before him. He submitted that no extenuating circumstances were seen and the punishment was based on alleged past misconducts which were not proved. He submitted that there was no evidence on record whatsoever to substantiate the charges leveled against him. He submitted that clearly from the conduct of the Company the Charge-sheet and dismissal was an act of victimization. He submitted that the punishment of termination was predetermined by the management and the enquiry was only a façade. He submitted that the charges mentioned in the Charge-sheet did not tally with the facts alleged against him showing clear malafides by the Company and non-application and bias on part of the Ld. Enquiry Officer by coming to a conclusion that the charges were proved. He submitted that the penalty of termination of service is grossly disproportionate to the charges on which the dismissal is based and moreover same is discriminatory. He submitted that his dismissal from service is illegal and unjust. He submitted that his services have been terminated without any reasonable cause or for no misconduct committed by him. He submitted that the disciplinary proceedings held against him were illegal, not fair, not proper and are in violation of the principles of natural justice and fair play. He submitted that the findings of the Ld. Enquiry Officer are not based on record and are perverse. He submitted that the order of dismissal issued on the basis of the said biased illegal enquiry is illegal. He submitted that the order of dismissal is issued without application of mind and is perverse. He submitted that the action of the dismissal taken by the Employer is therefore contrary to law. He submitted that without prejudice to what is stated hereinabove, the Workman reiterates and submits that the penalty of dismissal from the services awarded to the Workman is too excessive and severe and not commensurate to the alleged offence. He submitted that the punishment awarded to him is such that no reasonable person would award if assuring that the charges alleged against the Workman are proved.

4. He stated that after his dismissal, he raised an Industrial Dispute dated 28.05.2019 of illegal dismissal of his services to the Commissioner Labour & Employment, Panaji-Goa which ended in failure. He stated that he is unemployed from the date of his dismissal till date. He stated that he had approached several organizations/employers but due to his age and for the reason of dismissal by the Employer, he is not successful in getting employment. The workman therefore prayed that this Hon'ble Court be pleased to pass an award holding that his dismissal of service by the Employer is illegal and unjustified and direct the Employer to reinstate him with full back wages, continuity in service and all other benefits and privileges attached to the post.

5. The Employer controverted the claim of the Workman by filing its written statement dated 09/11/2023 at Exb.6. The Employer stated that it is a company incorporated under the Indian Companies Act, 1956 and it is in the business of hospitality having its luxury 5-star Resorts located in South Goa. The Employer stated that the Workman was an employee with them since, 20/12/2000. The Employer stated that the Workman was initially working in the foods and beverages department later transferred to the Laundry Department. The Employer stated that the Workman was suspended from work for his act of fraud and misappropriation of food bill with respect to in-house guest of the Resort while he was working in the F & B Department in the year, 2009 and was later charge-sheeted vide charge-sheet dated 11/12/2009. The Employer stated that the Workman was subjected to a domestic inquiry to look into the charges levelled against him. The Employer stated that thereafter the suspension order of the Workman was withdrawn on 01/02/2011 on Humanitarian grounds without prejudice to their rights to continue with the charges and enquiry which was in progress at point of time. The Employer stated that in the Laundry Department, the performance of the Workman was below average and was consistently committing acts of misconduct during the discharge of his duties in the department. The Employer stated that the Workman has committed several acts of misconducts in April, 2016 that includes insubordination, breach of instruction given by the superiors, refusal to accept and acknowledge communication from the manager, unauthorized use of Employer's materials, making false malicious statement against the Employer, idling and not working during working hours and leaving works before the shift ends without authorization. The Employer stated that in view of repeated acts of serious misconducts committed by the Workman, he was once again suspended from work vide order dated 30/04/2016. The Employer stated that the Workman was issued Charge-sheet dated 06/05/2016 and a full-fledged domestic enquiry was initiated to look into the charges with respect of both Charge-sheet dated 11/12/2009 and dated 06/05/2016. The Employer stated that at the enquiry, the Workman was given a fair opportunity to defend the charges and the rules of natural justice were followed at the enquiry to the satisfaction of the Workman. The Employer stated that the enquiry began on 29/01/2020 and ended on 05/10/2018 in respect of both charge-sheets. The Employer stated that the Ld. Enquiry Officer upon appreciating the evidence on record including the documents, held the workman guilty of misappropriation, insubordination and non-performance etc. vide its findings dated 28/11/2018.

6. The Employer stated that thereafter a show cause notice was send to the Workman on 29/11/2018 alongwith a copy of the findings of the Ld. Enquiry Officer dated 28/11/2018 calling upon him to show cause as to why the company should not take disciplinary action against him based on the acts of misconduct proved at the enquiry. The Employer stated that the Workman did not reply to the above show cause notice despite opportunity and hence they concluded that the workman had no satisfactory reply to the said show cause notice post which they terminated the services of the Workman vide letter dated 13/12/2018. The Employer stated that the Workman failed to approach them for his full and final settlement despite reminders and instead raised an industrial dispute in the Labour Office, Margao, Goa on 28/5/2019 after one and half years after his termination. The Employer stated that the termination of the Workman is legal and proper and is based on the findings of the Ld. Enquiry Officer in which the Workman has been found guilty of the charges levelled against him. The Employer stated that the Workman has been proved guilty of misappropriation while working as a Captain in the Food and Beverages Department with respect to charge-sheet dated 11/12/2009 and the evidence as well as the document placed before the Ld. Enquiry Officer reflects on the guilt of the Workman at the enquiry and that the Workman had misappropriated the bills of the Hotel Guest. The Employer stated that infact, the Workman was the only Captain who was responsible and dealing with the in house guest whose food bill was misappropriated by the Workman and the same has been proved at the enquiry. The Employer

stated that in 2016, the Workman indulge in several acts of misconduct which included disobedience, destruction of evidence, refusing to sign on the appraisal from amongst other acts referred above. The Employer denied the overall case as pleaded by the Workman and the claim of the Workman be disallowed in totality.

7. Thereafter, the Workman filed his re-joinder on 15/01/2024 at Exb.7. The Workman, by way of his Re-joinder, confirms and reiterates all the submissions and averments made by him in his claim statement to be true and correct and denies all the statements and averments made by the Employer in its Written Statement, which are contrary to the statements and averments made by him.

8. Based on the pleadings filed by the respective Parties, this Hon'ble Labour Court II framed the following issues on 16/01/2024 at Exb.8.

1. Whether no free, fair and proper enquiry has been held against the Workman/Party-I in respect of the Charge-sheet dated 11/12/2009 and 06/05/2016?
2. Whether the Employer/Party-II proves that the charges of misconduct levelled against the Workman/Party-I have been proved to the satisfaction of this Court by acceptable evidence in respect of Charge-sheet dated 11/12/2009 and 06/05/2016?
3. Whether the Workman/Party-I proves that the action of the management of Employer in terminating his services w.e.f. 13/12/2018 is illegal and unjustified?
4. Whether Workman/Party-I proves that he is entitled to any relief?
5. What order? What award?

9. Thereafter, Workman filed his affidavit in evidence on 22/04/2024 and the matter was fixed for the further examination in chief as well as cross examination on 11/06/2024. On 11/06/2024 Ld. Adv. Shri P. Agarwal appearing for the Workman as well as Ld. Adv. Shri S. Chodnekar representing the Employer submitted that the matter is likely to be settled amicably between the parties and accordingly on 25/02/2025 the Workman alongwith Ld. Adv. Shri P. Agarwal as well as Ld. Adv. Shri S. Chodnekar representing the Employer remained present and submitted that they have settled the matter amicably between the parties and filed application for an Award in terms of settlement /consent terms at Exb.12. The terms of consent as stated in the application has been reproduced herein.

- (a) The parties based on present settlement / consent terms have amicably resolved to settle all claims, demands, disputes-existing, accrued, and anticipated in the present industrial dispute raised by the Party-I.
- (b) That Party-II shall pay to the party-I a total sum of Rs.8,02,489/- (Rupees Eight Lakhs Two Thousand Four Hundred and Eighty Nine Only) in full and final settlement towards all claims/demands/disputes arising out of employment of Party-I with Party-II, as stated in para 1 above.
- (c) The Party-II shall pay the amount of Rs.8,02,489/- (Rupees Eight Lakhs Two Thousand Four Hundred and Eighty Nine Only) as referred in para 2 above details of which are mentioned in

the attachment “Annexure A” alongwith an ex-gratia amount of Rs.4,00,000/- (Four lakhs only) as full and final settlement of the Party-I.

(d) The Party-I and the Party-II shall not raise/file/prosecute any claim, Civil or criminal, in future, on the basis of a right, accrued to them but not claimed/demanded/enforced, against each other.

(e) That payment in terms of para 2 above shall be made within a period of 15 days from the date of passing of the award in terms of the present consent terms.

I have carefully perused the said terms of settlement at Exb. 12 signed by and between the parties herein above. The said terms of settlement are beneficial to both the parties. Hence, I consented for the same. Since the dispute under reference is settled between the parties, I hold that the dispute under present reference does not survive.

In view of the above, I proceed to pass the following order:

ORDER

1. It is held that the action of the management of M/s. Leela Goa, A Wing, AF-1/4, Mobor, Cavelossim, Salcete, Goa, in terminating services of Shri G. Kanakan, Captain, with effect from 13/12/2018, is legal and justified, does not survive.
2. The Workman, Shri G. Kanakan, Captain, is not entitled to any relief.
3. No order as to costs.

Inform the Government accordingly.

(Suresh N. Narulkar)
Presiding Officer
Labour Court



Notification

28-02-2025-LAB/Part-III/195

Date: 18-Mar-2025

The following Award passed by the Labour Court-II, at Panaji-Goa on 04/03/2025 in Case No. Ref. LC-II/IT/23/2021 is hereby published as required under section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By Order and in the name of
the Governor of Goa.

(Amalia O. F. Pinto)
Under Secretary (Labour)

AT PANAJI

(BEFORE SHRI SURESH N. NARULKAR, HON'BLE PRESIDING OFFICER)

Case No. Ref. LC-II/IT/23/2021

Ms. Seles de Oliveira
H. No.61, Gaunchem Bhatt,
Merces, Ilhas,
Goa – 403005.

..... Workperson/Party - I

V/s

M/s. Indian Red Cross Society,
Goa State, Municipal Building,
18th June Road, Panaji,
Goa – 403001.

..... Employer/Party – II

Workperson/Party – I represented by Ld. Rep. Shri Subhash Naik George.

Employer/Party – II represented by Ld. Adv. Shri. G. K. Sardessai.

PANAJI, DATED: 04/03/2025

AWARD

1. In Exercise of the powers conferred by Clause (c) of sub section (1) of Section 10 of the Industrial Disputes Act, 1947, (Central Act, 14 of 1947) the Government of Goa, by Order dated 18/10/2021, bearing No. 28/44/2021-LAB/513, referred the following dispute for its adjudication to this Labour Court -II of Goa at Panaji-Goa.

“(1) Whether the action of the management of M/s. Indian Red Cross Society, Goa State Municipal Building, 18th June Road, Panaji, Goa, in terminating services of Ms. Seles de Oliveira, with effect from 01.10.2019, is legal and justified?”

(2) If not, to what relief the workman is entitled?”

2. On receipt of the reference, a case was registered under No. LC-II/IT/23/2021 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the parties put in their appearance. The

Workman / Party I (for short, 'Workperson') filed her statement of claim on 01/12/2021 at Exb.3. She stated that she was appointed as LDC Cum Typist Clerk/Computer Operator/Office Executive by the Employer / Party II (for short, 'Employer') at Panaji, Goa, w.e.f. 22/08/1999. She stated that she was interested with the work of general correspondence, filling data entry, maintaining office records and registers etc. She stated that she worked with the Employer for 20 years. She stated that her services were terminated w.e.f. 30/10/2019 illegally and without any justification and in total violation of mandatory provisions of section 25F, 25H and 25G of the I. D. Act, 1947. She stated that at the time of termination, she was issued an experience certificate dated 01/10/2019 stating that she worked with the Employer from 22/08/1999 till 30/09/2019. She stated that at the time of termination the Employer paid her a consolidated monthly salary of Rs.8,500/- p.m. She stated that vide letter dated 27/09/2019 signed by the Hon'ble Chairman of the Employer informed her that her services are terminated with immediate effect from 01/10/2019 for loss of confidence. She stated that in the said letter it was also mentioned that she will be paid three month's salary and another payment of Rs.1,22,400/- towards payment of legal dues by way of gratuity and leave encashment. She stated that alongwith the said letter a cheque for Rs.25,500/- and Rs.1,22,400/- was also enclosed. She stated that at the time of termination, the Employer did not offer or pay retrenchment compensation @15 days wages for every year of service, as per provisions of section 25F of the I.D. Act, 1947 and as such, her termination is ab initio void and she is entitled for reinstatement in service with full back wages and continuity in service on this ground alone. She stated that she worked with the Employer upto 05/10/2019 as she has not received the said letter dated 27/09/2019 of the Employer. She stated that she received the said letter dated 27/09/2019 of the Employer on 05/10/2019.

3. She stated that aggrieved by the decision of the Employer wrongly termination of her services, she addressed a letter dated 31/10/2019 to the employer demanding reinstatement in services with full back wages and continuity of services and with costs. She stated that the Asst. Labour Commissioner and Conciliation Officer intervene the dispute which ended in failure. She stated that since the date of termination, she is unemployed and tried hard to find employment. She stated that at present she is being supported by her family member. She stated that to run the affairs of the Employer they have employed at their Panaji Office namely Mr. Subhash T. Salkar-General Secretary, Mr. Rio Couto-Accounts Clerk, Sachin Porob-Office Executive and Mrs. Alka Kerkar-Peon. She stated that Mr. Sachin Porob (Office Executive) is junior to her and he is reinstated in service in violation of section 25G of the I.D. Act, 1947. She stated that after termination of services the Employer has appointed Office Executive without giving opportunity to her which is in violation of section 25H of the I.D. Act, 1947. She stated that the amount of salary paid to staff is generated through income earned by the Employer. She submitted that a termination w.e.f. 30/09/2019 is illegal and unjustified as the same is in violation of the principles of natural justice and in violation of mandatory provisions of section 25F, 25H and 25G of the I.D. Act, 1947. She submitted that the Employer failed to follow the principles of Last Come First Go. She submitted that no legally valid reasons have been given by the Employer before termination of her services. The Workperson therefore prayed that she be reinstated in service with continuity of service and full back wages with costs.

4. The Employer, controverted the claim of the Workperson by filing its written statement on 24/03/2022 at Exb.6. The Employer, as and by way of its preliminary objections filed in the written statement, submitted that it is not an "industry" and it is not covered under the I.D. Act, 1947, that there is no "Industrial Dispute" as defined under the I.D. Act, 1947, that, the Workperson has accepted all her legal dues arising out of termination in full and final settlement and hence she is estopped from raising the present dispute, that there is

non application of mind by the Appropriate Government while refereeing the present dispute and that the present reference is therefore null and void.

5. Without prejudice to the contentions made above, the Employer stated that it is a voluntary humanitarian organization having a network of over 700 branches throughout the country, providing relief in times of disasters/emergencies and promotes health and care of the vulnerable people and communities. The Employer stated that it is a leading member of the largest independent humanitarian organizations in the world, the International Red Cross and Red Crescent Movement. The Employer stated that its mission is to inspire, encourage and initiate at all times all forms of humanitarian activities so that human suffering can be minimize and even prevented and thus contribute to creating more congenial climate for peace. The Employer stated that the President of India is the President of Society and the Union Health Ministers at the Centre is the Chairperson. The Employer stated that at the state level, the State Government is the President, Health Minister of the State is the Vice President and the Chairman and the Treasurer of the Branch are elected by the State Managing Committee. The Employer stated that the General Secretary of the branch is appointed by the Managing Committee.

6. The Employer admitted that the Workperson was engaged as Typist Clerk cum Computer Operator w.e.f. 22/08/1999. The Employer stated that an inquiry was conducted by Shri S. D. Desai, the Enquiry Officer from the Panel of Enquiry Officers from Vigilance Department who was appointed by the Chief Secretary, Government of Goa / the Chairman, Indian Red Cross Society, Goa State Branch to inquire into the charges framed against the Workperson. The Employer stated that the charges framed against her vide memorandum dated 30/01/2008. The Employer stated that the Ld. Enquiry Officer after considering the evidence and documents in support, submitted his report dated 10/02/2009 wherein, he held that the charges levelled against the Workperson in article I, III, IV, V and VI having been conclusively proved and charge in the article II having been partially proved. The Employer stated that since at the relevant point of time, the Chief Secretary ceased to hold office of the Chairman, the issue on imposing appropriate penalty remained pending. The Employer stated that in the meanwhile the Workperson was transferred from Panaji to Mapusa Branch. The Employer stated that in the meanwhile the file of the Workperson was submitted to the newly elected Chairman for imposing the appropriate penalty on the basis of proved misconducts in inquiry report dated 10/02/2009. The Employer stated that the newly elected Chairman Mr. Dhond extended one more opportunity on humanitarian ground to the Workperson in order to improve her behaviour and he suggested the Executive Committee to keep the decision pending and to observe her attitude and behaviour at work for some period.

7. The Employer stated that however at the Mapusa Branch also there were several complaints against the Workperson about her functioning and therefore the management has no other option but to transfer the Workperson to Panaji Branch on 18/05/2015. The Employer stated that due to the financial constraints, IndianRed Cross Society could not appoint regular full time General Secretary but the retired officers from the Government/non-Government organization were appointed on contract basis on petty honorarium who wanted to give their time and experience to this voluntary organization. The Employer stated that however it was found that on account of the behaviour an attitude of the Workperson they could not continue in the office. The Employer stated that they brought to the notice of the Chairman several incidents in the office of inappropriate language the Workperson used against them showing disrespect to the authority and also the visitors in the office and as a result from 2015-2019 three General Secretaries left the office of the society. The Employer

stated that even after giving ample of opportunities, the Workperson did not improved her behaviour and therefore on 31/05/2018 a committee of four persons was appointed by the Managing Committee to finalise the issue of Workperson on the basis of the enquiry report submitted on 20/03/2009 and to impose appropriate penalties against the Workperson. The Employer stated that the said committee after considering all the relevant documents and the past records of the Workperson and also considering the nature of proved misconducts in the inquiry report dated 10/02/2009, by its report dated 01/08/2019 unanimously recommended imposition of penalty of removal from services which shall not be a disqualification for future employment under the Government upon the Workperson with immediate effect. The Employer stated that accordingly the Workperson was terminated from its services vide letter dated 27/09/2019. The Employer stated that the said letter of termination along with the cheques was presented to her on 30/09/2019 in the presence of Hon'ble Treasurer and other office staff, however the Workperson refused to accept and acknowledge the same and the same is send by a post. The Employer stated that therefore the said letter of termination was sent to her by Registered A/D on 01/10/2019 alongwith the cheque of Rs.25,500/- towards three month's salary and cheque of Rs.1,22,400/- towards gratuity, leave encashment in full and final settlement of all her legal dues. The Employer stated that the said letter of termination alongwith the cheques has been dully received by the Workperson on 05/10/2019 and the said cheques have been encashed by the Workperson on 02/12/2019. The Employer submitted that the present case is not a case of retrenchment and neither section 25F nor section 25G of the I. D. Act applies and therefore the payment of retrenchment themselves does not arise. The Employer submitted that every conceivable opportunity was given to the Workperson to improve her behaviour however, the Workperson failed to do so and therefore a committee of four persons was appointed by the Managing Committee to finally take a decision for imposing appropriate penalty on the basis of inquiry report dated 10/02/2009 against the Workperson. The Employer submitted that the termination of Workperson is based on the inquiry report dated 10/02/2009 and further on the basis of committee report dated 01/08/2019. The Employer denied the overall case as pleaded by the Workperson and prayed that the reference be summarily rejected.

8. Thereafter, the Workperson filed his rejoinder on 11/04/2022 at Exb.07. The Workperson, by way of her rejoinder, denied each and every statements, averments and submissions made by the Employer in its written statements which are contrary and inconsistent to the statements, averments and a submission made in her statement of claim and reiterates her case as pleaded in her statement of claim.

9. Based on the pleadings filed by the respective parties, this court framed the following issues on 11/08/2022 at Exb.10.

1. *Whether the Workman/Party I proves that the action of the Employer in terminating her services w.e.f. 01/10/2019 is illegal and unjustified?*
2. *Whether the Employer/Party-II (2) proves that the present order of reference is not maintainable in view of the reasons made in para 1 (i) to (v) to the written statement?*
3. *Whether the Employer / Party II (1) proves that its action in terminating the services of the Workman on account of proved misconduct is just and legal?*

4. *Whether the Workman is entitled to any relief?*

5. *What order? What award?*

10. Thereafter, the matter was fixed for the evidence of the Workperson. The Workperson produced on record certain documentary evidence in support of the oral evidence. She was cross examined by the Ld. Adv. Mrs. M. Rao representing the Employer. After completion of the evidence of the Workperson, the Employer examined Shri Rajesh M. Salgaonkar as a first witness of the Employer and thereafter Shri Manguirish Pai Raikar as second witness of the Employer. Shri Manguirish Pai Raikar was partly cross examined by the Ld. Rep. Shri Subhash Naik George. On 03/02/2025 Ld. Rep. Shri Subhash Naik George appearing for the Workperson as well as Ld. Adv. Shri G. K. Sardessai representing the Employer appeared before me and submitted that they are the Workperson alongwith her Rep. Shri Subhash Naik George as well as Ld. Adv. Mrs. M. Rao h/f Adv. Shri G. K. Sardessai representing the Employer remained present and filed an application for Award in terms of settlement dated 04/03/2025 at Exb.47. The said terms of settlement are reproduced hereunder:

- a) The Management agrees to pay Mrs. Seles De Oliveira a sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only), vide cheque bearing No.093503 dated 01.03.2025 drawn on Union Bank of India, Panajim Branch, in full and final settlement of all her claims.
- b) Accordingly, Mrs. Seles De Oliveira, agrees not to pursue the dispute raised before the Labour Court II under reference No.LC-II/IT/23/2021 in the matter of her termination from service or any dispute raised individually or through any union before any Tribunal, Court, Authority or Forum and treat the same as settled.
- c) Further, Mrs. Seles De Oliveira, agrees that she ceased to be in service of the Indian Red Cross Society, Goa, and further agrees not to raise any industrial dispute in the matter of her termination before any Court/Authority/Forum, either individually or through any union and if any such dispute has been at all raised, the same shall be treated as settled.
- d) It is agreed the parties that this settlement shall be filed before the Labour Court II in case Ref. No. LC-II/IT/23/2021 for an Award in terms of the present settlement.

The said terms of settlement are beneficial to both the parties. Hence, I consented for the same. Since the dispute under reference is settled between the parties, I hold that the dispute under present reference does not survive.

In view of the above, I proceed to pass the following order:

ORDER

- 1. It is held that the action of the management of M/s. Indian Red Cross Society, Goa State, Municipal Building, 18th June Road, Panaji, Goa, in terminating services of Ms. Seles De

Oliveira, LDC Cum Typist Clerk/Computer Operator/Office Executive w.e.f. 01/10/2019, is legal and justified, does not survive.

2. The Workperson, Ms. Seles De Oliveira, LDC Cum Typist Clerk/Computer Operator/Office Executive, is not entitled to any relief.
3. No order as to costs.

Inform the Government accordingly.

(Suresh N. Narulkar)

Presiding Officer

Labour Court-II

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Department of Official Language

Order

13/1/2018/DOL/BPY/Comm./1413

Date: 19-Mar-2025

Sanction of the Government is hereby conveyed to constitute Expert Committee under the scheme Bhasha Puraskar Yojana to recommend the name for awards as under:

- a) Durgaram Upadhe Sanskrit Bhasha Puraskar (दुर्गराम उपाध्ये संस्कृत भाशा पुरस्कार) for Sanskrit language.
- b) Dnyanpeeth Awardee Ravindra Kelekar Konkani Bhasha Puraskar (ज्ञानपीठकार रविंद्र केळेकार कोंकणी भाशा पुरस्कार) for Konkani language.
- c) B. D. Satoskar Marathi Bhasha Puraskar (बा. द. सातोस्कर मराठी भाशा पुरस्कार) for Marathi language.

Committee of Experts shall consist of following members:-

1. Director of Official Language - Chairman
2. Dr. Bhushan Bhawe (Konkani Language Expert) - Member
3. Shri Paresh Prabhu (Marathi Language Expert) - Member
4. Smt. Aparna Patil (Sanskrit Language Expert) - Member
5. Deputy Director of Official Language - Member Secretary

The Committee shall scrutinize the nominations received from various agencies/bodies/individuals etc. The Committee shall meet at least three times in a year to discuss the name and after perusing proposals in detail, write a report in this regard and recommend name to Government for award.

Any member who gives descending opinion shall also submit his report with remarks. The committee may also prepare separate guidelines/criteria before taking into consideration of the nomination.

The tenure of the Expert Committee shall be of one year from the date of publication of this Order in Official Gazette or till the presentation of awards, whichever is earlier.

The Non-Official members shall be entitled for sitting fees of Rs. 1500/- per sitting as per Government Order No. 7/28/2015-Fin (DMU) dated 01/09/2016.

Expenditure incurred on this, shall meet under the Budget Head; Demand No. 27; 2202- General Education. 05- Language Development. 800-Other Expenditure; 14- Bhasha Puraskar Yojana; 50- Other charges.

These issues with the approval of the Government vide U.O No.6388/F dated 18/11/2024.

By Order and in the name of the Governor of Goa.

Prashant P. Shirodkar, Director of Official Language & Ex-officio Joint Secretary.

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Department of Personnel

Order

6/5/2023-PER/730

Date: 10-Mar-2025

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order transfer and posting of the following Senior Scale Officers of Goa Civil Service, in public interest, with immediate effect: -

Sr. No.	Name and present posting of the officer	Posted as
1.	Shri Rohan Kaskar Director, Department of New and Renewable Energy	Managing Director, Kadamba Transport Corporation Ltd.
2.	Shri Paresh Fal Desai Joint Secretary (Personnel)	Secretary, Goa Real Estate Regulatory Authority
3.	Shri Sohan Uskaikar Awaiting posting	Director, Department of New and Renewable Energy
4.	Shri Premraj Shirodkar Secretary, Goa Real Estate Regulatory Authority with additional charge of Project Director, DRDA (North) and Director, Department of Rural Development	Project Director, DRDA (North) with additional charge of Director, Department of Rural Development

Shri Tushar Halarnkar, Joint Secretary (Home) shall hold the charge of Joint Secretary (Personnel) in addition to his own duties.

Shri Kabir Shirgaonkar, Registrar of Co-operative Societies shall hold the charge of Director, Information Technology in addition to his own duties.

Shri Dipak Bandekar, Director, Information and Publicity shall hold the charge of Executive Editor, Goa Gazetteer & Historical Records in addition to his own duties.

Shri Sohan Uskaikar shall continue to hold the charge of General Manager, Goa Industrial Development Corporation in addition to his own duties, until further orders.

The officers appointed on ex-cadre deputation post shall be governed by the standard terms of deputation.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

By Order and in the name of the Governor of Goa

Raghuraj A. Faldesai, Under Secretary (Personnel-I)

Notification

5/8/2022-PER/758

Date: 13-Mar-2025

In pursuance to Rule 25 of the Goa Civil Service Rules, 2016, the Departmental Examination for the Junior Scale Officers of Goa Civil Service mentioned in the enclosed annexure is scheduled on 28/04/2025 at GIPARD, Ella Farm, Old Goa as mentioned below:-

Sr. No.	Date	Time	Paper	Venue
1.	28/04/2025 (Monday)	2.00 to 5.00 p.m.	Paper II – Legal foundations of Government (with books)	GIPARD, Ella Farm, Old Goa

The candidates shall report to the examination centre at GIPARD atleast 30 minutes before the commencement of the examination on each day, along with a valid ID proof in original / or the ID Card provided by GIPARD during the Departmental Training.

No mobile phones or any electronic gadgets will be allowed in the examination hall.

Each candidate has to write ONLY Seat Number on his / her answer book /supplements (if any). No other details or inscription/symbols or any description which can reveal the identity of the Candidate, shall be made on the answer books, etc. In such event, where the identity of the Candidates is revealed, the answer book shall not be assessed and the Candidate will be awarded NIL marks.

No material in the form of books, notes, electronic gadgets, etc. will be allowed in the examination hall for the examination which are conducted without books.

Books/reading material/class notes/powerpoint presentations will be allowed to be taken in the Examination Hall only for Paper II. In case Candidates are carrying with themselves the relevant books/reading material/class notes/powerpoint presentations in the electronic form on laptops / tablets, then the Candidates shall necessarily deposit the said laptop / tablet with the Controller of Examination at GIPARD, for the purpose of disabling all network connections, etc.

The Officer shall be declared passed in the examination, if he/she secures a minimum of 45% of the total marks in each paper.

By Order and in the name of the Governor of Goa
Raghuraj A. Faldesai, Under Secretary (Personnel-I)

ANNEXURE

Seat No.	Name of the Junior Scale Officer of Goa Civil Service
008	Agnelo Levlino D'Souza
009	Shri Manthan Manish Naik

Department of Women & Child Development

Notification

2-61(1)-97-VAU-Part/DW&CD/9563

Date: 20-Mar-2025

Read Notification i). No. 2-61(1)-97/VAU/DWCD/02858 dated 25/02/2014.

ii) No. 2-61(1)-97/VAU/DWCD/1214 dated 08/06/2017.

iii) No. 2-61(1)-97/VAU/DWCD/3620 dated 19/07/2018.

iv) No. 2-61(1)-97/VAU/DWCD/1614 dated 14/07/2020.

In view of the notifications read at (i), (ii), (iii) & (iv) above, the term of the functioning of the Victim Assistance Unit has been further extended for a period of 05 years from the date of expiry i.e. 25/02/2023 - 24/02/2028.

All other terms and conditions remain the same.

This has been issued with the approval of the Government conveyed vide U.O. No.557 dated 17/03/2025.

By the Order and in the name of the Governor of Goa

Manuel Barreto, Director & Ex- Officio Jt. Secretary

Dte. of Women and Child Development.

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